

Chris P. Reilly, Alaska Bar No. 0807047  
NICOLL BLACK & FEIG PLLC  
1325 Fourth Avenue, Suite 1650  
Seattle, WA 98101  
Tel: (206) 838-7555  
Fax: (206) 838-7515  
creilly@nicollblack.com  
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
DISTRICT OF ALASKA

COOK INLET SPILL PREVENTION &  
RESPONSE, INC. and CISPRI SERVICES LLC,

IN ADMIRALTY

Petitioners,

v.

**NO. 3:21-cv-00194-SLG**

FURIE OPERATING ALASKA, LLC,

Respondent.

**PETITION FOR CONFIRMATION OF FINAL ARBITRATION AWARD**

Comes now the Petitioners, Cook Inlet Spill Prevention & Response, Inc. and CISPRI Services LLC (collectively, “CISPRI”), by and through undersigned counsel, hereby petitions this Court for entry of a final judgment confirming the Final Award made by the Arbitrator in this matter against Respondent Furie Operating Alaska, LLC (“Furie”).

**Introduction**

1. On or about January 8, 2016, Furie chartered the CISPRI-owned supply vessel PERSEVERANCE to deliver cargo to the Furie owned platform “Julius R” in Cook Inlet. A

1 true and correct copy of the stipulated contractual arrangements between CISPRI and Furie  
2 effective on that date is attached as Exhibit A.

3 2. During the course of operations at the platform on January 8, 2016, a CISPRI  
4 employee who was a crewmember on the PERSEVERANCE was seriously injured. CISPRI  
5 fulfilled its obligations to the crewmember and provided him maintenance and cure, among  
6 other benefits, while he was treated for his injuries.

7 3. On or about December 21, 2017, CISPRI settled at mediation a claim by the  
8 injured crewmember arising from his personal injury suffered on January 8, 2016. By  
9 agreement between CISPRI and the injured crewmember, the terms of the settlement were  
10 confidential.

11 4. On or about May 16, 2018, CISPRI demanded arbitration pursuant a Society of  
12 Maritime Arbitrators, Inc. ("SMA") arbitration provision in the charter party between CISPRI  
13 and Furie. CISPRI sought damages in tort and contract from Furie as a result of the settlement  
14 paid to the injured crewmember as well as the benefits provided to the crewmember. Furie  
15 accepted. With the assistance of SMA, an arbitrator was appointed and the parties undertook  
16 preparations for arbitration.

17 5. During preparation for arbitration, Furie filed for bankruptcy in the U.S.  
18 Bankruptcy Court for the District of Delaware, Case No. 19-11781. The arbitration proceeding  
19 was temporarily stayed. By Order of the Bankruptcy Court on June 11, 2020, CISPRI was  
20 authorized to pursue arbitration against Furie and reduce its award, if any, to judgement.

21 6. On August 9, 2021, the Arbitrator issued his Final Award, which included a  
22 confidential addendum. A copy of the Final Award without the confidential addendum is  
23 attached to the accompanying Declaration of Chris P. Reilly, dated August 23, 2021 ("Reilly  
24 Decl."). The total of the award and post-award interest, running from 30 days after August 9,  
25 2021, are as follows:  
26

1 Total Award:

\$8,142,667.92

2 Post-Award Interest

3 If payment is not made within 30 days from the date of this Final Award then interest on  
4 \$8,142,667.92 at 4.25% per annum shall accrue on each day from the date of this Award until the  
5 date the Award has been fully paid or reduced to judgment, whichever first occurs.

6 7. CISPRI is a member-owned, non-profit corporation providing oil spill planning,  
7 training, and response services to facilities and vessels throughout the Cook Inlet region. Cook  
8 Inlet Spill Prevention & Response, Inc. is an Alaska corporation authorized to conduct business  
9 in Alaska and with a primary place of business in Nikiski, Alaska. CISPRI Services LLC is an  
10 Alaska limited liability company authorized to conduct business in Alaska and with a principal  
11 place of business in Nikiski, Alaska.

12 8. Furie Operating Alaska LLC is a foreign limited liability company authorized to  
13 do business in Alaska, doing business in Alaska at all material times, and with a principal place  
14 of business in Houston, Texas.

15 **Jurisdiction and Venue**

16 9. This Court has subject-matter jurisdiction over this matter pursuant to 28 U.S.C.  
17 § 1332 in that there is complete diversity of citizenship between the parties and the matter in  
18 controversy exceeds the sum or value of \$75,000, exclusive of interest and costs. The Court  
19 also has subject-matter jurisdiction over this matter pursuant to 28 U.S.C. § 1333 because this  
20 matter is within the Court's admiralty and maritime jurisdiction.

21 10. Venue is proper in this judicial district pursuant to 9 U.S.C. § 9 because the  
22 parties agreed to submit all disputes under the charter party to arbitration in Anchorage, Alaska,  
23 and the arbitration between the parties, though conducted remotely using Zoom, was deemed to  
24 have taken place in that location. The agreement between the parties to resolve any disputes by  
25 arbitration is set forth in Article 24.a., which provides as follows:  
26

1 This Charter shall be governed by the General Maritime Law of the United  
2 States, excluding any conflicts of laws principles that would direct the  
3 substantive law of another jurisdiction to apply, and any dispute arising out of  
4 or in connection with this Charter shall be referred to arbitration in Anchorage,  
5 Alaska. The arbitration proceedings shall be conducted in accordance with the  
6 rules of the Society of Maritime Arbitrators, Inc. ("SMA") before a sole  
7 arbitrator to be jointly appointed by OWNER and CHARTERER. Where  
8 agreement cannot be reached on the appointment of a sole arbitrator, the  
9 arbitrator shall be appointed by the President of the SMA. An award made  
10 pursuant to this provision may include costs, including a reasonable allowance  
11 for attorneys' fees. The award of the sole arbitrator shall be final and binding on  
12 both parties and judgment may be entered upon any award made hereunder in  
13 any Court of competent jurisdiction. Nothing in this provision shall bar parties  
14 from agreeing to a different venue at the arbitrators' request or upon their  
15 mutual agreement.

16 The parties reached no agreement regarding a venue other than Anchorage, Alaska.

### 17 First Cause of Action

18 11. Petitioner repeats and re-alleges the allegations in paragraphs 1 through 10 as if  
19 fully restated herein.

20 12. Pursuant to 9 U.S.C. § 9, CISPRI is entitled to judicial confirmation of the  
21 Arbitrator's Final Award.

22 13. Pursuant to 9 U.S.C. § 9, Judgment should be entered confirming the  
23 Arbitrator's Final Award in its entirety.

### 24 Prayer for Relief

25 WHEREFORE, CISPRI respectfully requests judgment on its Petition as follows:

- 26 a. Confirming the Final Arbitration Award issued by the Arbitrator in its entirety;  
b. Any such other and further relief as this Court deems appropriate, including  
awarding CISPRI its costs and attorneys' fees incurred in this proceeding.

DATED this 23rd day of August, 2021.

NICOLL BLACK & FEIG, PLLC

/s/ Chris P. Reilly

Chris P. Reilly, Alaska Bar No. 0807047  
Attorneys for Petitioners